GEOSONDA-FUNDIRANJE A.D.
Br: 556-A
23.02 2023 god.
BEOGRAD, Mihaila Šuškalovića 15

AGREEMENT ON CONSTRUCTION AND EXECUTION OF CONSTRUCTION WORKS
(Contract No./NS1-CON-2023-070)

Party A: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, PIB: 109874997, Mat. Br.: 29507031,
Address: Batajnički drum 3. deo 6a, 11080 Beograd-Zemun,
Responsible person: CHEN, Zhongzheng, legal representative of the branch, citizen of People's Republic of China, passport number: PE2146197.

Party B: GEOSONDA-FUNDIRANJE AD BEOGRAD MIHAILA ŠUŠKALOVIĆA 15, for short "Geosonda-Fundiranje ad Beograd", PIB: 100252784, Company no.: 06969674,
Address: MIHAILA ŠUŠKALOVIĆA 15,11147BEOGRAD, Grad Beograd
Responsible person: Milan Baračkov , director and legal representative, citizen of Republic of Serbia, JMBG: 0906956720051

For the execution of bored piles for the needs reconstruction railway at the Bridge at km 081 + 644,83 (Pier S1), Overpass at km 84 + 809,19 and Gallery at km 81 + 284,54 (40 piles), Party A hereby subcontract the bridge and overpasses pile foundation drilling to Party B, to clarify each party's rights, responsibilities and obligations, through negotiation by both parties, we reach the agreement as follows:

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1. Subcontract scope and composition

1.1 Subcontract scope

1.1.1Vrbas

1.1.2 Reconstruction railway at the Bridge at km 081 + 644,83 (Pier S1, 16 pieces, L=20,0m), Overpass at km 84 + 809,19 and Gallery at km 81 + 284,54 (40 piles).

1.1.3 Drilling hole of the pile, installation of reinforcement cages, connection of reinforcement cages(ciamp and/or welding) , casting concrete, the signing of RIA and other related works done to complete the pile works, all in accordance with Party B's Revised Offer numbered 509 dated 16 February, 2023 , and accepted by Party A.

UGOVOR O IZGRADNJI I SPROVOĐENJU GRAĐEVINSKIH RADOVA
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.2 Contract Composition
1.2.1 Contract text and Attachments
1.2.2 Drawings and Technical Specifications
1.2.3 Work Order from Supervising Engineer (if any)
1.2.4 The managing documents of Party A, minutes of meeting, contact sheet of both parties (if any).

2. The unit price of contract and proposed price.

2.1This contract is a contract of unit price, which including all the cost of each item of finishing this contract, as well as other direct and indirect work done by Party B in order to finish work of contract including mobilization , demobilization crane etc. But it excludes consumed mixed concrete and raw steel reinforcement agreed in the contract agreement. And it doesn't include the free service items provided by Party A agreed in the offer and contract agreement.

2.2The unit price shall include all the taxes and fees except VAT, Party A has no obligation of paying any taxes and fees for Party B, no matter if there is any tax-changing occurs during the period of contract's performance, even though the taxes are related to construction works.

2.3 This contract is a unit price contract, the project quantities shall depend on site drawing and qualified effective pile length which is examined by supervising engineers.

2.4There is no advance payment in this contract, and Party B is not required to provide the advance guarantee. However, Party B shall 5% of the total Contract amount as retention money which will be deducted from interim payment. Upon the completion of the Contract and after 12 (twelve) months after all the piles have passed the test, Party A shall pay the money back to Party B without interest. Party B may provide qualification guarantee-register promissory note to party A to release the retention in advance, in that case, Party A will return to the Party B the same amount equals to the value of the provided promissory note within 60 days.

3. Method of Quantity Measurement and Payment

3.1Quantity Measurement during construction: Qualified pile quantity measuring period shall be by month. Expiry date shall be the 20th day of each month. Party B shall

1.2 Sadržaj Ugovora
1.2.1 Tekst Ugovora i prilozi
1.2.2 Crteži i tehničke specifikacije
1.2.3 Radni nalog Nadzornog inženjera (ukoliko postoji)
1.2.4 Poslovna dokumenta Ugovorne strane A, zapisnici sa sastanaka, kontakt liste obe strane (ukoliko postoji).

2. Jedinična cena u ugovoru i predložena cena.

2.1 Ovaj ugovor je ugovor sa jediničnim cenama, koje uključuju sve troškove svake stavke u izvršenju ovog Ugovora, kao i druge neposredne i posredne radove koje izvodi Ugovorna strana B u cilju dovršavanja ugovorenog posla, uključujući pokretnu, nepokretnu dizalicu itd. Ali ono isključuje potrošeni mešoviti spravljeni beton i neobrađenu čeličnu armaturu ugovorenu ugovornim sporazumom. I ono ne uključuje stavke besplatnih usluga koje obezbeđuje Ugovorna strana A koje su dogovorene ponudom i ugovornim sporazumom.

2.2 Jedinična cena će obuhvatiti sve poreze i nadoknade osim PDV, Ugovorna strana A nije obavezna da plaća bilo kakve poreze i nadoknade Ugovornoj strani B, čak i ako dođe do promena u oporezivanju tokom perioda izvršavanja ugovora, čak i kada su porezi povezani sa građevinskim radovima.

2.3 Ovaj ugovor je ugovor sa jediničnom cenom, količine projekta će zavisiti od gradilišnih crteža i izvedenih i odobrenih količina sipova overenih od strane nadzornih inženjera.

2.4 Prema ovom ugovoru nema plaćanja unapred, a Ugovorna strana B nije obavezna da pruži avansnu garanciju. Međutim, Ugovorna strana B će platiti 5% ukupne ugovorene sume kao garantni depozit, koji će biti oduzet od privremene isplate. Nakon završetka Ugovora i nakon 12 (dvanaest) meseci nakon što su svi šipovi prošli testiranje, Ugovorna strana A će vratiti novac Ugovornoj strani B bez kamate. Ugovorna strana B može pružiti uslovnu garanciju-registrovanu menicu Ugovornoj strani A da unapred plati garantni depozit, u tom slučaju, Ugovorna strana A će vratiti Ugovornoj strani B iznos jednak vrednosti koja je obezbeđena menicom u roku od 60 dana.

3. Metod merenja količine i plaćanje

3.1 Merenje količine tokom izgradnje: Period merenja stvarno izvedenih količina šipova će se obavljati na mesečnom nivou. Datum završetka će biti 20. u svakom mesecu. Ugovorna strana B će izdati Sertifikat po

issue the Interim Payment Certificate IPC (in Sixr copies) in accordance with requirements from Party A. IPC shall be submitted to Party A for approval and signature before the 25th day of each month or not later than the 30th day. Party A shall sign and certify the Interim Payment Certificate IPC within 15 days of receipt.

3.2Payment during construction: After the approval and signature of the temporary monthly IPC, based on the approved amount of Party A, deduct the 5% of IPC as retention money, also deduct the paid service Party A provides for Party B (if any) , and also the deduction for Party B's breaching the contract (if any) , the remaining amount should be transferred to Party B within 45 days. If party B does not agree with party A that there has been a breach of contract or that party A has performed a service to party B, the undisputed amount from the situation will be paid and the disputed amount from the situation will be withheld until the issue is resolved.

3.3Quantity Measurement after completion of construction: after fulfillment of the Contract, Party B will work out the final IPC Certificate after written confirmation of the supervising Engineer. Party B shall submit these documents to Party A for approval within 7 days after receipt of the notification.
In addition to the claim on the basis of derived quantities, Party B will issue to Party A in the Final payment certificate all claims to which it considers that it is entitled arising from the breach of contract by A (if any)

3.4After the approval and signature of the final IPC and the requirements of Party B, based on the approved by the Party A amount, deduct the retention money, also deduct the paid service Party A provides for Party B (if any), and also the amounts to be paid for Party B's breaching the contract (if any) The remaining amount should be transferred to Party B within 15 working days.

3.5. Payment after fulfillment of the Contract: Party A shall pay the remaining amount (excluding retention money and other Deducted money, if any) within 15 working days after Party B completely performed the contractual responsibilities and obligations under the contract.

3.6 This project is exempted from value added tax (VAT), therefore, Party B shall submit appropriate documents so

privremenoj situaciji IPC (u šest primerka) u skladu sa zahtevima Ugovorne strane A. IPC će biti dostavljen Ugovornoj strani A radi odobrenja i potpisa pre 25. u svakom mesecu ili ne kasnije od 30. dana. Ugovorna strana A će potpisati i overiti Plaćanje po privremenoj situaciji IPC u roku od 15 dana od datuma prijema.

3.2 Plaćanje tokom izgradnje: Po odobrenju i potpisivanju privremene mesečne IPC, na osnovu sume odobrene od strane Ugovorne strane A, oduzeti 5 % Privremene situacije kao garantni depozit, takođe oduzeti plaćenu uslugu koje Ugovorna strana A pruža Ugovornoj strani B (ukoliko je ima), isto tako odbiti Ugovornoj strani B zbog kršenja ugovora (ukoliko dođe do toga), ostatak sume treba prebaciti Ugovornoj strani B u roku od 45 dana. Ukoliko se Ugovorna strana B ne slaže sa Ugovornom stranom A da je došlo do kršenja ugovora ili da je Ugovorna strana A pružila uslugu Ugovornoj strani B, nesporna suma iz situacije će biti plaćena a sporna suma iz situacije će biti zadržana dok pitanje ne bude rešeno.

3.3 Merenje količine nakon završetka izgradnje:
nakon izvršenja Ugovora, Ugovorna strana B će izraditi konačne IPC izvode nakon pismene potvrde nadzornog inženjera. Ugovorna strana B će dostaviti ove dokumente Ugovornoj strani A radi dobijanja odobrenja u roku od 7 dana od prijema obaveštenja.
Pored potraživanja po osnovi dobijenih količina, Ugovorna strana B će Ugovornoj strani A u okviru Plaćanja po privremenoj situaciji dostaviti sva potraživanja na koja smatra da ima pravo usled kršenja ugovora od strane A(ukoliko ih ima).

3.4 Po dobijanju odobrenja i potpisa konačne IPC i zahteva Ugovorne strane B, po osnovi sume odobrene od Ugovorne strane A, oduzeti garantni depozit, takođe oduzeti plaćenu uslugu koju Ugovorna strana A plaća Ugovornoj strani B (ako postoji), kao i sume koje treba platiti Ugovornoj strani B zbog kršenja ugovora (ako postoje). Ostatak sume treba prebaciti Ugovornoj strani B u roku od 15 radnih dana.

3.5. Plaćanje nakon ispunjenja Ugovora: Ugovorna strana A će platiti preostali iznos (isključujuci garantni depozit i druga eventualna umanjenja) u roku od 15 dana od trenutka kada Ugovorna strana B kompletno izvedne sve ugovorne odgovornosti i obaveze.

3.6 Ovaj projekat je izuzet od poreza na dodatu vrednost (PDV), stoga će Ugovorna strana B dostaviti

that financial department of Party A could fulfill the payment. Party A shall be exempted from any responsibility if the payment is delayed due to Party B.

4. Working Schedule

4.1The construction period stipulated in this contract is days, and the start date is the time when Party B receives the notice from Party A to enter the site and the notice should issue by party A with three work days previous.

4.2Extension of construction period: the construction period shall be extended if any delay is caused by force majeure. Extension shall be established if any extension instruction is issued by the supervising engineer and Party A, but except the condition that the delay is caused due to Party B. If the delay was caused by Party A, it will have to compensate Party B.

4.3Party B shall inform Party A to apply for the extension in written form 3 days in advance, submitting reasons of extension and relevant supporting documents.

4.4Default liability of extension: construction period delay compensation is 0.025% of the contract price per day, the maximum delay compensation is 5% of the final contract price.

5. Administration of Both Parties

5.1 Party A

5.1.1Site administration of Party A to implement organizing, management, test& acceptance, and settlement etc.

5.2 Party B

5.2.1 Site administration of Party B:

Construction Team for the Bridge at km 081 + 644,83 (Pier S1, 16 pieces, L=20,0m), Overpass at km 84 + 809,19 and Gallery at km 081+284,54 (40 piles) Pile Drilling Works.

5.2.2 The personnel authorized by Party B could handle related business with Party A. Without authorization, Party A could deny to deal with.

5.2.3The approval and commitment made by Representative of Party B would be deemed as same as

odgovarajuću dokumentaciju tako da odsek za finansije Ugovorne strane A može da izvrši plaćanje. Ugovorna strana A će biti oslobođenja svake odgovornosti u slučaju da plaćanje kasni zbog Ugovorne strane B.

4. Plan radova

4.1 Period izgradnje propisan ovim ugovorom je___dana, a datum početka je kada Ugovorna strana B primi obaveštenje od Ugovorne strane A da stupi na gradilište, a obaveštenje Ugovorna strana A treba da izda tri radna dana pre toga.

4.2 Produženje perioda izgradnje: period izgradnje će biti produžen ukoliko je bilo kakvo kašnjenje izazvano višom silom. Produženje će biti dato ukoliko je bilo kakva instrukcija o produženju data od strane nadzornog inženjera ili Ugovorne strane A, izuzev u slučaju da je kašnjenje izazvala Ugovorna strana B. Ukoliko je kašnjenje izazvala Ugovorna strana A, moraće da izvrši kompenzaciju Ugovornoj strani B.

4.3 Ugovorna strana B će obavestiti Ugovornu stranu A da pismenim putem prijavi produženje 3 dana unapred, pruživši razloge za produženje i relevantnu potkrepljuću dokumentaciju.

4.4 Odgovornost za produženje: kompenzacija za period odlaganja izgradnje iznosi 0.025% ugovorne cene po danu, maksimalna kompenzacija za odlaganje iznosi 5% konačne ugovorne cene.

5. Administracija obeju ugovornih strana

5.1 Ugovorna strana A

5.1.1 Administracija gradilišta od strane Ugovorne strane A radi implementacije organizovanja, rukovođenja, testiranja i odobravanja itd.

5.2 Ugovorna strana B

5.2.1 Administracija gradilišta od Ugovorne strane B:

Tim za izgradnju na rekonstrukciji pruge na Mostu na km 081 + 644,83 (Stub S1, 16 komada, L=20,0m), Nadvožnjak na km 084+ 809,19 i Galerija na km 081+284,54 (40 šipova) radovi na bušenju šipova.

5.2.2 Osoblje ovlašćeno od Ugovorne strane B može da upravlja predmetnim poslom sa Ugovornom stranom A. Bez tog ovlašćenja, Ugovorna strana A može odbiti saradnju.

5.2.3 Odobrenje i obaveze agenta Ugovorne strane B važi isto za agenta Ugovorne strane B. Ugovorna strana B će snositi pravnu odgovornost za poslovno ponašanje svog agenta. Pisana molba, zahtev, obaveštenje će

Party B's. Party B shall bear the legal responsibility for its agent's work behaviors. The written request, demand, notice, will be effective only after signed by agent of Party B and stamped and also shall be in presence of Party B's representative signature and acceptance.

5.2.4 Representative assigned by Party B is the personnel in charge of this project, who has to keep the communication functions well, staying on site, organizing construction, and ensuring the progress to make sure the construction could be finished on time.

5.2.5If Party A thinks the agent appointed by Party B may influence or already affected the regular performance of contract, Party A has the right to ask Party B to assign another agent, and Party B has to obey. Party A has the right to terminate the contract and appoint others to perform the construction if Party B declined to substitute its agent twice. What's more, the completed project works will not be paid.

5.2.6Party B shall comply with and execute all the related applicable laws and regulations includes salary, worker payment and also the employment, dismissal, treatment and safety.

5.2.7If Party A believes that any employee of Party B is incompetent, ill-behaved or non-compliant, Party A has the right to give a written notice to Party B, called for the immediate withdrawal of the employee from the site; In this case, if there is no prior written consent from Party A, this employee cannot be hired to participate in this project again. Party B shall bear the costs incurred during the evacuation. Party B shall also promptly replace the relevant personnel in order to avoid any negative impact on the construction and bear the related cost.

5.2.8 Party B shall comply with the requirements of standardization management, safety and the environmental protected construction (specified) on site of Serbia, employer and the supervisor engineer. Otherwise, the supervisor engineer gives a rectified notice or correction of the instructions to party B, Party B does not make a change under the request of supervisor engineer or the change can't reach the supervisor's request, which will lead to the supervisor engineer gives the same rectified notice again. Party B is deemed as one default. The penalty is 100 USD each time which will be

važiti tek nakon potpisivanja agenta Ugovorne strane B i overavanja pečatom i isto tako će biti u prisustvu reprezentativnog potpisa i prihvatanja Ugovorne strane B.

5.2.4 Agent zadužen od strane Ugovorne strane B je osoba koja rukovodi ovim projektom, koja mora dobro da vrši funkcije komuniciranja, zadržavanja na gradilištu, organizovanja izgradnje i staranja o napretku kako bi bila sigurna da će izgradnja biti završena na vreme.

5.2.5 Ukoliko Ugovorna strana A smatra da agent imenovan od strane Ugovorne strane B može uticati ili je već uticala na regularno izvršavanje ugovora, Ugovorna strana A ima pravo da zatraži od Ugovorne strane B da angažuje drugog agenta, a Ugovorna B mora da posluša. Ugovorna strana A ima pravo da raskine ugovor i imenuje druge osobe da izvedu izgradnju ukoliko je Ugovorna strana dva puta odbila da zameni agenta. Pored toga, završeni projektni radovi neće biti plaćeni

5.2.6 Ugovorna strana B će se usaglasiti i sprovoditi važeće zakone i propise uključujući platu, isplatu radnika, a isto tako i angažovanje, otpuštanje, tretiranje i bezbednost.

5.2.7 Ukoliko Ugovorna strana A smatra da je bilo koji zaposleni Ugovorne strane B nekvalifikovan, da se nedolično ponaša ili da ne poštuje propise, Ugovorna strana A ima pravo da pošalje pismeno obaveštenje Ugovornoj strani B i da zatraži neposredno povlačenje zaposlenog sa gradilišta; U ovom slučaju, ukoliko nema prethodne pismene saglasnosti Ugovorne strane A, ovaj zaposleni ne može biti angažovan da učestvuje u ovom projektu. Ugovorna strana B će brzo zameniti relevantno osoblje u cilju izbegavanja bilo kakvog negativnog uticaja na izgradnju i snosiće nastale troškove.

5.2.8 Ugovorna strana B će se usaglasiti sa zahtevima o upravljanju standardizacijom, merama bezbednosti i zaštite životne sredine pri izgradnji (specifikovanim) na gradilištu u Srbiji, poslodavcu i nadzornom inženjeru. U suprotnom, nadzorni inženjer dostavlja Ugovornoj strani B ispravljeno obaveštenje ili korekciju instrukcija, Ugovorna strana ne izvršava promenu prema zahtevu nadzornog inženjera ili promena ne zadovoljava nadzornikov zahtev, što će dovesti do toga da nadzorni inženjer ponovo uputi isto ispravljeno obaveštenje. Ugovorna strana se smatra odgovornom. Kazna iznosi 100 USD svaki put što će biti dokazanao foto dokumentacijom.

proved with photo documentation.

6. Coordination and Cooperation

6.1 During the performance of the contract, both parties should strengthen coordination and cooperation to solve the new problems in time. According to the situation of construction site, Party B shall help party A adjust the process arrangement unconditionally when necessary, and can't make a claim or expense resulting compensation, provided that this does not delay the performance of work by Party B.

6.2. Party B has the responsibility to keep the safety of their own people, equipment and the process of whole construction. If any accident occurs, party B needs to bear the total responsibility and Party A will not take any responsibility or obligation.

6.3 Party B should take the initiative to link up and cooperate with other subcontractors under the coordination of Party A. Party B shall bear the responsibility due to its own misconduct or negligence which causes the losses to the other subcontractors.

6.4. Due to complex hydrogeological conditions, Party A is obliged to ensure that excavation is done through natural materials, in case of encountering on concrete from existing piles or any other obstacle, party B has the right to compensation due to downtime or interruption of work, as well as the right to terminate the contract if the interruption of work lasts longer than 15 days.

6.5Party B shall hire a licensed engineer as his employee in accordance with the contractual agreement. This engineer shall be recognized by the Supervising Engineer. Meanwhile, the mentioned engineer shall be under the management of Party A and serve the executed Works of Party B, being responsible for preparation of construction logs and safe construction logs and other relevant documentation upon the request of supervising engineer.

7. The Right and Obligation of Each Party

7.1 The Right and Obligation of Party A

7.1.1Party A has the right to decide under the requirements of employer all the issues related to project quality, acceptance, performance and other issues related to progress of project.

7.1.2Being responsible for coordination, communication of project between employer and supervisor, achieving all the license related to project, creating the conditions of

6. Koordinacija i saradnja

6.1 Tokom izvršavanja ugovora, obe strane treba da osnaže koordinaciju i saradnju kako bi blagovremeno rešili novonastale probleme. U skladu sa situacijom na gradilištu Ugovorna strana B će bezuslovno pomoći Ugovornoj strani A oko procesa obrade kada god je to potrebno, i ne može činiti potraživanje ili kompenzaciju za nastale troškove, pod uslovom da to ne odlaže izvođenje radova od strane Ugovorne strane B.

6.2. Ugovorna strana B je obavezna da održava bezbednost svog osoblja, opreme i proces celokupne izgradnje. Ukoliko dođe do nekog akcidenta, Ugovorna strana B mora snositi potpunu odgovornosti Ugovorna strana A neće preuzimati odgovornost ili obavezu.

6.3 Ugovorna strana B treba da preuzmu inicijativu da poveže i sarađuje sa ostalim podizvođačima pod koordinacijom Ugovorne strane A.

Ugovorna strana B će snositi odgovornosti za vlastito nedolično ponašanje ili nemar koji izaziva gubitke drugim podizvođačima.

6.4 Usled kompleksnih hidrogeoloških uslova, neophodno je da Ugovorna strana A obezbedi da se iskopavanje vrši preko prirodnog materijala, u slučaju nailaženja na beton od postojećih šipova ili bilo koje druge prepreke, Ugovorna strana B ima pravo na kompenzaciju usled zaustavljanja ili prekida rada, kao i pravo da raskine ugovor ukoliko prekid rada traje duže od 15 dana.

6.5 Ugovorna strana B će angažovati ovlašćenog inženjera kao svog zaposlenog u skladu sa ugovornim sporazumom. U međuvremenu, navedeni inženjer će biti pod upravo Ugovorne strane A i služiće izvršavanju Radova Ugovorne strane B, biće odgovoran za pripremu građevinskih dnevnika i obezbeđivanje građevinskih dnevnika i ostale relevantne dokumentacije po dobijanju zahteva nadzornog inženjera.

7. Prava i obaveze obeju strana

7.1 Prava i obaveze Ugovorne strane A

7.1.1 Ugovorna strana A ima pravo da prema zahtevima poslodavca odluči o svim pitanjima o kvalitetu, prihvatanju, izvršavanju i ostalim pitanjima u vezi sa napredovanjem projekta.

7.1.2 Odgovornost za koordinaciju, komunikaciju o projektu između poslodavca i nadzora, pribavljanje svih

Party B's entering the site. Being Responsible for confirming benchmark and coordinate point, that when starting the excavation, the surveyor must be present and make a remark in the construction log if side B has deviated from the marked position for construction, processing control survey and setting out, re-check the surveying work of Party B, offering drawing and main technical document related to project, replying the written questions from Party B.

7.1.3 Supervising Party B of performing the contract, including project quality, progress and HSE work, making regular inspection and acceptance of the work finished by Party B. Processing measurement work of examined project and pay project payment according to Clause 3 of this contract.

7.1.4Processing of all kinds of insurance required by employer and the main contract, and pay of the insurance fee.

7.1.5Being responsible for project HSE managing-work related to this contract.

7.1.6Assigning construction managing staff and engineer to Party B according to this contract, supervising Party B's construction and giving formal notice.

7.1.7Party A shall be responsible for purchasing the commercial concrete and reinforced steel timely, and Party B shall take the reinforced steel from the designated place where Party A piles up the reinforced steel. Party A shall, in accordance with the plan, supply and transport the concrete to the orifice of drilled piles, and provide certificates of commercial concrete and reinforced steel. To meet the construction requirement, Party A shall be in charge of the right of entering the construction site, and shall build the roads inside of the site.

7.1.8Daily Routine inspection, confirming progress ~~data~~ report and other legal technical document, processing experiment of pile, as well as the procurement of beams required for testing (if required by the supervising engineer).

7.1.9 Party A shall be responsible for cleaning the construction site, removing all structures, trees and similar obstacles which may affect the construction. Party A shall in charge of pile head chiseling. During performance of the construction, Party A shall remove the soil within the hole of the drilled pile.

7.1.10 Obligations of Party A arising from the acceptance of Revised Offer no. 509 of 16.02.2023. year, which is an integral part of this contract.

dozvola u vezi sa projektom, obezbeđivanje uslova za Ugovornu stranu B da stupi na gradilište. Odgovoran za potvrđivanje referentne i koordinatne tačke, prilikom započinjanja iskopavanja, geodeta mora da bude prisutan i da upiše u građevinski dnevnik ukoliko je Ugovorna strana B odstupila zacrtanog položaja za izgradnju, vršenje kontrole geodetskog snimanja, i ponovnu proveru geodetskih radova Ugovorne strane B, crteže i glavnu tehničku dokumentaciju u vezi sa projektom, odgovaranje na pisane zahteve Ugovorne strane B.

7.1.3 Nadziranje Ugovorne strane B pri izvršavanju ugovora, uključujući kvalitet projekta, napredovanje i HSE rad, vršenje redovne inspekcije i prihvatanje radova koje je sprovela Ugovorna strana B. Obrada radova na merenju ispitanog projekta i plaćanje projekta u skladu sa Tačkom 3 ovog ugovora.

7.1.4 Obrada svih vrsta osiguranja po zahtevu poslodavca i glavnog ugovora i plaćanje naknade za osiguranje.

7.1.5 Odgovornost za projekat upravljanja HSE radom u vezi sa ovim ugovorom.

7.1.6 Imenovanje osoblja za rukovođenje projektom i inženjera Ugovornoj strani B u skladu sa ovim ugovorom, nadzor izgradnje i upućivanje formalnog obaveštenja Ugovornoj strani B.

7.1.7 Ugovorna strana A će biti odgovorna za blagovremenu kupovinu gotovog- betona i armaturnog čelika, a Ugovorna strana B će preuzeti armaturni čelik sa označenog mesta gde Strana A lageruje armaturni čelik. Ugovorna strana A će, u skladu sa planom, isporučiti i transportovati beton do otvora bušenih šipova i obezbediti potvrde o gotovom betonu i armaturnom čeliku. Za ispunjenje uslova izgradnje, Ugovorna strana A će biti zadužena za pravo ulaska na gradilište i izgradiće puteve u okviru gradilišta.

7.1.8 Dnevni rutinski pregled,-overa izveštaja o napretku i druge pravne tehničke dokumentacije, izrada probnog šipa, kao i nabavka greda potrebnih za ispitivanje (ako zahteva nadzorni inženjer).

7.1.9. Ugovorna strana A će biti odgovorna za čišćenje gradilišta, uklanjanje svih struktura, drveća i sličnih prepreka koje mogu uticati na izgradnju. Ugovorna strana A će biti zadužena za krajcovanje šipova. Tokom sprovođenja izgradnje, Ugovorna strana A će ukloniti zemlju iz izbušenog šipa.

7.1.10. Obaveze Strane A koje proizilaze iz prihvaćenje

7.2 The right and obligation of Party B

7.2.1After contract signed, organizing enough staff and equipment entering site according to promised date. Ensuring the balanced production capability can be given after starting, preparing all the life goods and make sure the progress won't be influenced. Construction, life material, fuel, and other temporary equipment, shall be prepared by Party B itself and pay for its cost.

7.2.2Party B shall offer proper maintenance of piles after setting out survey by Party A. If any deflection occurred after holing of pile, Party B shall deal with it on time according to employer, supervisor and Party A, and bear on its cost.

7.2.3 Organizing construction in strict accordance with the construction data and technical specifications provided by Party A, obeying to supervision orders and inspection from Party A and supervising engineer, to be responsible for quality of Project. After each procedure done during the work, Party B needs to inspect itself first to make sure it's qualified, then notice Party A and supervising engineer come to examine. Only after the work accepted by Party A and supervising engineer, Party B can move forward to next procedure. If any failed item occurred, Party B shall bear on its cost, not exceeding the limited date of contract. Attending the acceptance of works, erasing the defect during the period limited by authority.

7.2.4Coordinating and arranging construction plant, equipment and staff timely and reasonably, to satisfy the demand of construction. All managing staff and technicians should have the certificate for the post, special working personnel should obtain the special operation certificate issued by the related authorities of Serbian Government, the main technicians should be equipped with all-round managing and rich construction experience. Before Party B come to site, all the related license have to be registered to Party A and making photocopy. Party A has right to substitute Party B's staff if it fails to meet its demand.

7.2.5Cooperating with Party A for HSE Management on site, and offering enough related equipment and

Revidovane Ponude br. 509 od 16.02.2023. godine, a koja je sastavni deo ovog ugovora .

7.2 Prava i obaveze Ugovorne strane B

7.2.1 Nakon potpisivanja ugovora, organizovanje dovoljnog broja osoblja i opreme za stupanje na gradilište prema obećanom datumu. Osiguranje izbalansirane proizvodne sposobnosti koja, nakon pokretanja,obezbeđuje pripremu svih životnih dobara i osiguravaju nesmetani napredak.. Građevinski, životni materijal, gorivo i drugu privremenu opremu pripremiće sama Ugovorna strana B i snosiće troškove.

7.2.2 Ugovorna strana B će adekvatno održavati šipove nakon sprovođenja geodetskog snimanja od strane Ugovorne strane A. Ukoliko dođe do bilo kakvog odstupanja nakon bušenja šipova, Ugovorna strana B će se blagovremeno pozabaviti time u skladu sa poslodavcem, nadzornikom i Ugovornom stranom A i snosiće troškove.

7.2.3 Organizovanje izgradnje u strogoj saglasnosti sa podacima o izgradnji i tehničkim specifikacijama dostavljenim od strane Ugovorne strane A, sleđenje instrukcija nadzora i pregleda od strane Ugovorne strane A i nadzornog inženjera, odgovornost za kvalitet Projekta. Nakon što svaka procedura bude obavljena tokom radova, Ugovorna strana mora sama da izvrši pregled kako bi bila sigurna da je kvalifikovana, obavesti Ugovornu stranu A i nadzornog inženjera da izvrše pregled. Tek nakon što Ugovorna strana A i nadzorni inženjer prihvate rad, Ugovorna strana B može da nastavi sa sledećom procedurom. Ukoliko dođe do loše pozicije, Ugovorna strana B će snositi troškove, ne prelazeći ograničeni rok ugovora. Prisustvovanje prihvatanju radova, ispravljanje nedostataka tokom perioda određenog od strane ovlašćenog organa.

7.2.4 Blagovremena i razumna koordinacija i vođenje gradilišta, opreme i osoblja radi zadovoljavanja potreba izgradnje. Celokupno rukovodeće osoblje i tehničari treba da budu sertifikovani za svoju radnu poziciju, posebno radno osoblje treba da pribavi sertifikate za specijalne operacije koje izdaju nadležni organi Vlade Republike Srbije, glavni tehničari treba da imaju bogato iskustvo u rukovođenju i građevinarstvu. Pre nego što Ugovorna strana B stupi na gradilište, sve relevantne licence moraju biti fotokopirane i prijavljene Ugovornoj strani A. Ugovorna strana A ima pravo da smeni osoblje

protection measurement which demanded by HSE office from Party A.

7.2.6Cooperating with Party A for Measurement and payment, managing quality, safety and progress, Environmental Protection、 offering all kind of inspection and material collected. Filling in progress data, safety log, measurement memo and original material and submitting on time. What's more, schedule of work and material requirement from Party have to be hand over timely.

7.2.7Carrying out on-site management according to the related regulations of Serbia, complying with all the laws and regulations related to environment of Serbia strictly. If any environmental pollution of road, river occurred, the lost shall be born on Party B.

7.2.8Party B shall submit a list of name and photocopy of ID to Party A, including all site staff like construction crew and logistical personnel appointed by Party B. Party B shall also help its staff to get social insurance and pay for all insurance cost.

7.2.9If any dispute happened between Party B and any third Party, Party B shall solve the problem on its own and bear on independent legal responsibility.

7.2.10Party B shall submit any related tax from the project sum paid by Party A, according to the law of Serbia

7.2.11Party B shall guarantee the project quality. If any defect or quality accident happened, Party B shall finished all the content ordered by Supervising engineer about repairing or removing the defects without any payment, unless it is caused by Party A.

7.2.12During the construction period, any damage happened by Party B among the property or in surrounding area, the cost shall be borne by Party B, and it shall not Influence the construction progress.

7.2.13During the construction period, the safety of all party's employer shall be maximized while the contract be fulfilled by the representative of Party B. Persons without protective device are not allowed to enter into site.

7.2.14While evacuation of site starts, Party B shall remove all the equipment, surplus material, waste and all kinds of temporary equipment to make site clean and meet the requirement of Party A. If Party A has to clean on site,

Ugovorne strane B u slučaju da ne ispunjava njene zahteve.

7.2.5 Saradnja sa Ugovornom stranom A radi HSE upravljanja na gradilištu i ponuda dovoljne količine opreme i merenja bezbednosti koje zahteva HSE kancelarija Ugovorne strane A.

7.2.6 Saradnja sa Ugovornom stranom A radi Merenja i plaćanja, upravljanja kvalitetom, bezbednosti i napredovanja, Zaštite životne sredine, ponuda svake vrste inspekcije i prikupljenog materijala. Unošenje podataka o napredovanju, vođenje dnevnika sigurnosti na radu, slanje obaveštenja o merenju i izvornog materijala i njihovo blagovremeno dostavljanje. Štaviše, raspored radova i zahtevi za materijale jedne Ugovorne strane moraju biti blagovremeno dostavljeni.

7.2.7 Rukovođenje na licu mesta će se vršiti u skladu sa odgovarajućim srpskim propisima, strogo usaglašavanje sa svim srpskim zakonima i propisima u vezi sa životnom sredinom. Ukoliko dođe do bilo kakvog zagađivanja puteva, reka, troškove će snositi Ugovorna strana B.

7.2.8 Ugovorna strana B će dostaviti listu imena i fotokopije lične karte Ugovornoj strani A, uključujući celokupni kadar kao što je građevinsko osoblje i logističko osoblje koje je angažovala Ugovorna strana B. Ugovorna strana B će isto tako pomoći svom osoblju da dobije socijalno osiguranje i platiće ukupne troškove osiguranja.

7.2.9 Ukoliko dođe do bilo kakvog spora između Ugovorne strane B i bilo koje Treće strane, Ugovorna strana B će sama rešiti problem i preuzeće samostalno pravnu odgovornost.

7.2.10 Ugovorna strana B će dostaviti sve povezane poreze iz iznosa projekta koje je platila Ugovorna strana A, u skladu sa srpskim zakonima.

7.2.11 Ugovorna strana B će garantovati kvalitet projekta. Ukoliko dođe do bilo kakvog nedostatka ili greške u kvalitetu, Ugovorna strana B će završiti sav sadržaj koji je poručio Nadzorni inženjer u vezi sa popravljanjem ili otklanjanjem nedostataka bez naplate troškova, osim ukoliko ono nije uzrokovano od strane Ugovorne strane A.

7.2.12 Tokom perioda izgradnje, za svaku štetu koju uzrokuje Ugovorna strana B na svojini ili u neposrednom okruženju troškove snosi Ugovorna strana B i to neće uticati na napredak u procesu izgradnje.

7.2.13 Tokom perioda izgradnje, bezbednost zaposlenih obeju strana će biti podignuta na najviši nivo dok ugovor

Party B shall bear the related cost which will be deducted from quality & quantity payment.

7.2.15 After the construction of the pile, it is necessary to submit a report for the piles, according to all standards. In the pile report, it is necessary to provide data on drilling, reinforcement and concrete, as well as a geological representation of the pile borehole. This report needs to be certified by the responsible engineer as well as a licensed graduated geological engineer.

7.2.16 Party B shall provide a machine to remove soil from the piles

8. Works change, claim and insurance management.

8.1 Variation and Additional Design
8.1. Party B is responsible to cooperate with Party A to submit corresponding data as required by the Employer. The data submitted shall be confirmed by representative of Party B in written form.

8.1.2Before receipt of final approval from Party A, all the variations and adjustments shall not exempt Party B from all his responsibility for the project.

8.1.3 The increased unit price of project item caused by approved engineering-changes has to follow the conditions below.
8.1.3.1 If the items listed in the contract are the same or similar as the added, the added items will use the Corresponding co ntract unit price.

8.1.3.2 If the items which are listed in the contract are not same nor similar as the added, Parties will negotiate with a goal to reach the agreement about new price If Parties can't meet agreement about unit price, Party B is obliged to continue the works according to additional Design and negotiation between Parties continues in parallel according to Article 11.5 (Settlements of dispute) and Clause 8.1.5

8.1.3Party B shall provide all the invoices of the extra projects approved by Party A. Moreover, all the original receipts and notes of cost, transportation and management fee of materials used in such project shall be supplied. Party B shall submit the above lists, verified labor, material and renting fee included, prior to monthly declaration date after completion of the extraDesigns

ne bude izvršen od strane agenta Ugovorne strane B. Osobama bez zaštitne opreme je zabranjen ulaz na gradilište.
7.2.14 Kada započne povlačenje sa gradilišta, Ugovorna strana B će ukloniti svu opremu, višak materijala, otpad i svaku vrstu privremene opreme kako bi očistila gradilište i ispunila zahteve Ugovorne strane A. Ukoliko Ugovorna strana A bude morala da očisti gradilište, Ugovorna strana B će snositi troškove, koji će biti oduzeti iz plaćanja za kvalitet i kvantitet.
7.2.15 Nakon konsrtrukcije šipa, potrebno je dostaviti izveštaj za šipove, po svim standardima. U izveštaju šipova je potrebno obezbediti podatke o bušenju, armaturi i betonu, kao i geološki prikaz bušotine za šip. Potrebno je da ovaj izveštaj overi odgovorni izvođač radova, kao i licencirani diplomirani inženjer geologije.

7.2.16 Strana B će obezbediti mašinu za uklanjanje zemlje iz šipova.

8. Izmene radova, potraživanja i upravljanje osiguranjem
8.1 Varijacija i dodatni projekat
8.1.1 Ugovorna strana B je dužna da sarađuje sa Ugovornom stranom A kako bi dostavila odgovarajuće podatke prema zahtevu Poslodavca. Dostavljene podatke će pismenim putem potvrditi predstavnik Ugovorne strane B.
8.1.2 Pre prijema konačnog odobrenja od strane Ugovorne strane A, sve promene i prilagođavanja neće izuzeti Ugovornu stranu B od njene ukupne odgovornosti za projekat.
8.1.3 Povećana jedinična cena stavke projekta uzrokovana promenama odobrenim od strane inženjera mora da ispunjava dolenavedene uslove.
8.1.3.1 Ukoliko su stavke navedene u ugovoru istovetne ili slične sa dodatim, dodate stavke će koristiti Odgovarajuću ugovornu jediničnu cenu.
8.1.3.2 Ukoliko stavke navedene u ugovoru nisu ni istovetne niti slične sa dodatim, obe strane mogu da ugovore novu cenu. Ukoliko Strane ne mogu da se usaglase oko jedinične cene, Ugovorna strana B je dužna da nastavi radove u skladu sa dodatnim Projektom a pregovori između strana se nastavljaju paralelno, u skladu sa članom 11.5 (Rešavanje sporova) i tačkom 8.1.5.

8.1.4During investigation and negotiation period of the variation cost, Party B shall conduct all the authorized variations as per the contractual provisions instead of suspending fulfillment of the contractual obligations.

8.1.5In case of emergency where life or property is endangered and extra shall be conducted immediately, Party A shall issue verbal instruction that extra project could be implemented, with following confirmation of written instruction. During the process, Party B shall make accurate record of the actual cost specified in Item 8.1.4 in the contract until agreement regarding total price or unit price of such emergency and the sound reward are concluded.

8.2 Claims

8.2.1During signing and implementing of this contract, Party B has estimated all the risks and responsibilities under the project construction and is ready to bear. Any claims regarding working period and expense incurred by some issues other than subsequent requests of Party A and the Employer shall be rejected. Party A shall be protected from any claim from the third party.

8.2.2If any delay and/or increase of cost is incurred by not fulfilling responsibility and obligation specified in the contract, the party who suffers from loss is entitled to lodge a claim to the other party.

8.2.3Within construction period, if Party B deems it necessary to request extension of time and/or extra compensation, and claiming documents shall be submitted as agreed with Party A. The compensation obtained from claim shall be carried out in accordance with variation and extra project in the contract.

8.3 Project insurance

8.3.1Party A has already get the insurance for the project in the way of employer's request. Beyond the scope of insurance, party B shall pay the insurance and afford the costs by its own.

8.3.2When the insurance event occurs, party B needs to inform party A in accordance with the signed insurance contract, and assists party A to do the insurance claim.

8.1.3 Ugovorna strana B će dostaviti sve fakture za dodatne projekte koje je odobrila Ugovorna strana A. Pored toga, biće dostavljeni svi originalni računi i beleške o troškovima, transportu i troškovima upravljanja materijalom korišćenim u takvom projektu. Ugovorna strana B će dostaviti navedene liste, overene troškove rada, materijala i iznajmljivanja koji su obuhvaćeni, pre datuma mesečnog objavljivanja nakon završetka dodatnih projekata.

8.1.4 Tokom perioda ispitivanja i pregovaranja o troškovima izmena, Ugovorna strana B će izvršiti sve odobrene izmene u skladu sa ugovornim odredbama umesto suspenzije ispunjavanja ugovornih obaveza.

8.1.5 U vanrednim slučajevima kada su ugroženi život ili svojina, dodatni projekat će trenutno biti realizovan, Ugovorna strana A će izdati verbalno uputstvo da dodatni projekat može biti implementiran, sa pratećom potvrdom pismenog uputstva. Tokom ovog procesa Ugovorna strana B će načiniti verodostojan zapis o realnim troškovima specifikovanim Tačkom 8.1.4 ovog ugovora dok ne budu zaključeni sporazum o ukupnoj ceni ili jediničnoj ceni takve vanredne situacije i odgovarajuća nagrada za to.

8.2 Potraživanja

8.2.1 Prilikom potpisivanja i implementacije ovog ugovora, Ugovorna strana B je procenila sve rizike i odgovornosti za projekat izgradnje i spremna je da ih preuzme. Sva potraživanja u vezi sa periodom rada i troškovima izazvanim drugim problemima osim naknadnim zahtevima Ugovorne strane A i Poslodavca će biti odbijeni. Ugovorna strana A će biti zaštićena od svakog potraživanja od strane treće strane.

8.2.2 Ukoliko dođe do kašnjenja ili povećanja troškova uzrokovanih neispunjavanjem odgovornosti i obaveza koje su specifikovane ugovorom, ugovorna strana koja trpi gubitak ima pravo da drugoj ugovornoj strani uputi zahtev za potraživanjem.

8.2.3 Tokom perioda izgradnje, ukoliko Ugovorna strana B smatra potrebnim da zatraži produžetak roka za izvođenje radova i/ili dodatnu kompenzaciju, a dokumenta za potraživanje će biti dostavljena prema dogovoru sa Ugovornom stranom A. Dobijena kompenzacija iz potraživanja će biti načinjena u skladu sa izmenom i dodatnim projektom iz ugovora.

8.3 Osiguranje projekta

9. Engineering material and the management of equipment

9.1 supply and management of material

9.1.1Commercial concrete is supplied by party A, party A will contact the commercial concrete provider while party B applies an application under the construction in advance. After the commercial concrete is transported into the construction site. What's more, party B also needs to collect the receipts every time of using the commercial concrete and delivers it to party A in time. This contract is appointed that the rate of waste for bored pile's concrete is 25% on average.The amount of concrete is calculated by increasing the designed length of the pile by 100 cm, foreseen for trimming piles, and that amount does not include weste of 25% . Blind drilling will be calculated separately.

9.1.2Obligation of the Party A is procurement, transport and unload on site of complete reinforcement cages for piles, that consist of maximum of two segments. Obligation of the Party B is installation of reinforcement cages for piles into pile borehole, and to connect the segments by clamps (if have).

9.13Party b shall not exchange the material offered by Party a, Party B shall notice Party A if there is any quality problem of the materials.

9.1.4 If there's any reinforcement cages loss or damage caused by Party B, Party B shall born the cost.

9.2 Mechanic equipment using and management

9.2.1 Party B will supply the construction machines, the pri ces are included in the unit price. If both sides need to use other side's machines, both parties have the obligation to sign the machine-unit price or an hour price in advance.

9.2.2 In order to ensure the integrity and efficiency rates, p arty B needs to reinforce managing and maintaining their own machines. Party B has the responsibility to pay the lo sses caused by their machine problems.

9.2.3 Party A will provide the electricity connection.

9.2.4 Party A will provide a water connection in the immediate vicinity of the site

10.HSE management (Health, Safety, Environmental

8.3.1 Ugovorna strana A je već dobila osiguranje za projekat u skladu sa zahtevom poslodavca. Izvan opsega osiguranja, Ugovorna strana B će platiti osiguranje i samostalno snositi troškove.

8.3.2 Prilikom osiguranog slučaja Ugovorna strana B je dužna da obavesti Ugovornu stranu A u skladu sa potpisanim ugovorom o osiguranju i da pomogne Ugovornoj strani A da načini potraživanje od osiguranja.

9. Inženjerski materijal i upravljanje opremom

9.1 Snabdevanje i upravljanje materijalom

9.1.1Gotov beton isporučuje Strana A. Ugovorna strana A će kontaktirati dobavljača gotovim betonom dok će Ugovorna strana B aplicirati tokom procesa izgradnje. Nakon što komercijalni beton bude transportovan na gradilište. Pored toga, Ugovorna strana B takođe mora da preuzme račune svaki put kada korist komercijalni beton i da ih blagovremeno dostavi Ugovornoj strani A. Ovaj ugovor propisuje da je nivo otpada za beton bušenog šipa u proseku 25%. Količina betona se računa tako što se projektovana dužina šipa uveća za 100cm predviđenog za krajcovanje, i u tu dužinu nije uključen rastur od 25%.. Slepo bušenje će biti zasebno obračunato.

9.1.2 Obaveza Ugovorne strane A jesu nabavka, transport i istovar na gradilištu završenih armaturnih koševa za šipove, koji se sastoji od najmanje dva segmenta. Obaveza Ugovorne strane B jeste postavljanje armaturnih koševa za šipove u bušotine šipa pomoću stezaljke (ukoliko ih ima).

9.1.3 Ugovorna strana B neće razmenjivati materijal koji ponudi Ugovorna strana A, Ugovorna strana B će obavestiti Ugovornu stranu A ukoliko postoji problem u vezi sa kvalitetom materijala.

9.1.4 U slucaju gubitka i ostecenja armaturnih koseva od ugovorne strane B, ugovorna strana B ce snositi troskove.

9.2 Korišćenje i upravljanje mehaničkom opremom

9.2.1 Ugovorna strana B će izvršiti snabdevanje građevinskim mašinama, cene su obuhvaćene jediničnom cenom. Ukoliko obe ugovorne strane moraju koristiti mašine druge ugovorne strane, obe strane imaju obavezu da unapred potpišu jediničnu cenu za mašine ili po satu.

9.2.2 U cilju osiguranja nivoa integriteta i efikasnosti, Ugovorna strana B mora da poboljša upravljanje i

Protection and Security)

10.1Party B shall be responsible for maintaining all the Party B 's machinery, vehicles, equipment, facilities, materials supply and operation on site, as well as keep the other resource which are controlled by (or related to) Party B tide, clean and safe in the construction process. Any defect on site should be checked to determine if it is potential source of injury or hazardous conditions and actions. The defect or condition on Party B's site should be informed to their employees and Party A's representatives, and to take remedial measures.

10.2Party B shall follow all the appropriate law in the place of site (national, local and others), and other HSE rule set by Party A and the employer, including anti-fire, health, environment and safe security.

10.3Party B shall be familiar to and obey employer's and Party A's policy and instruction from of health, safety, environment protection. Party B shall ensure that all services, materials and items from Party B used in the construction process are comply with laws, regulations and requirements issued by the local government or other local administrative organization.

10.4Before the project commencement, the Party B shall establish and provide written programs of health, safety, environment, and emergency response in order to protect and improve the safety, health and environmental levels of the project. All the programs shall meet the requirements of Party A and industry standards. Besides that, the programs shall be put with Party A's signature and endorsement. Before the project start, Party B shall prepare and submit a written plan of health, safety and environmental and programs to obtain the approval from Party A. The plan should be consistent with the risk level of the project. Party B should also provide security organization and their responsibilities instructions.

10.5Party B shall ensure the necessity of safety training, work training and special work training which are ruled by law and client on Party B's own expense. According to need, Party B shall submit a certificate of completion of these kinds of training to Party A.

10.6Party B needs to guarantee its machinery operator and driver have any relevant certificate in Serbia on Party B's cost. If any dangerous operation behavior (or any

održavanje sopstvene mehanizacije. Ugovorna strana B ima odgovornost da plati troškove uzrokovane problemima sa mehanizacijom.

9.2.3 Ugovorna strana A će obezbediti snabdevanje električnom energijom

9.2.4 Ugovorna strana A će obezbediti snabdevanje vodom u neposrednoj blizini gradilišta.

10. Upravljanje HSE (Zdravlje, bezbednost, zaštita životne sredine i bezbednost)

10.1 Ugovorna strana B će biti odgovorna za održavanje celokupne mehanizacije Ugovorne strane B, kao i za vozila, pogone, snabdevanje i upravljanje materijalom na gradilištu, i za održavanje održavanje ostalih resursa koje kontroliše (ili su povezani sa) Ugovorna strana B u urednom, čistom i sigurnom stanju tokom procesa izgradnje. Svaki nedostatak na gradilištu treba proveriti u cilju određivanja da li je to potencijalni izvor povređivanja ili opasna stanja i akcije. Nedostatak ili stanje na gradilištu Ugovorne strane B treba da bude saopšteno njenim zaposlenima i predstavniku Ugovorne strane A i da se preduzmu mere ispravljanja.

10.2 Ugovorna strana će slediti sve odgovorajuće zakone na mestu gradilišta (nacionalnom, lokalnim i drugim) i ostal HSE pravila koje je odredila Ugovorna strana A i poslodavac, uključujući protivpožarne mere i mere zaštita zdravlja, životne sredine i bezbednosti.

10.3 Ugovorna strana B će biti upoznata i pridržavaće se politike i instrukcije poslodavca i Ugovorne strane A o zaštiti zdravlja, bezbednosti i životne sredine. Ugovorna strana B će se postarati da su sve usluge, materijali i stavke koje Ugovorna strana B koristi tokom procesa izgradnje u skladu sa zakonima, propisima i zahtevima koje izdaje lokalna uprava ili druge lokalne administrativne organizacije.

10.4 Pre početka projekta Ugovorna strana B će uspostaviti i obezbediti pisane programe zaštita zdravlja, bezbednosti, životne sredine i reagovanja u vanrednim situacijama u cilju zaštite i poboljšanja nivoa bezbednosti, zdravlja i životne sredine projekta. Svi programi će ispunjavati zahteve Ugovorne strane A i industrijskih standarda. Pored toga, programi će biti dostavljeni Ugovornoj strani A radi potpisa i odobrenja. Pre početka projekta, Ugovorna strana B će pripremiti i podneti pisani plan zdravlja, bezbednosti i životne sredine i programe kako bi pribavila odobrenja od strane Ugovorne strane A. Plan treba da bude u skladu sa

behavior may arouse potential risk), according to the specific circumstances, the Party will make the punishment to operators, drivers, Party B.

10.7 Party B shall be responsible to maintain and enhance the safety awareness of its employees, including arrangements for regular safety meetings and emergency drills.

10.8Party B shall be responsible for any accident happened during the construction progress, eventhough there is Party A representative or staff on site. According to Party A's request, Party B shall submit every accident, potential-risk affairs to Party A. Besides that, Party B shall report to Party A immediately after the accident or incident involving equipment or personnel safety or the environment problem, regardless of whether personal injury or property damage or environmental pollution. If Party A considered these harmful and non-harmful accidents is serious, Party A could carry out a thorough investigation without paying any additional cost to Party B , and Party B shall submit a detailed report of accident investigation ,in the form required by Party A in fourteen (14) days after the accident.

10.9Party B shall appoint a qualified employee as a safety person, in charging of offering suggestion to Party B representative about safety affairs. If Party A considers this person is disqualified, Party A has the right to refuse this person's appointment. Before commencement of project, Party B shall give a written notice to Party A about its appointment of safety person, who shall has qualified and relevant work experience.

10.10Party B shall be equipped with enough emergency equipment, fire extinguisher and other approved safety equipment with adequate amount. Party B shall take professional way to do equipment maintenance, retest and recording for newest use, according to law, regulation and industrial standard.

10.11According to the safety need for this project, as well as this contract, Party B shall bear its own cost for offering its staff enough personnel protection equipment.

10.12Party B shall allow Party A's representative or appointed third party (including official) to enter the site to do recording, measuring or any act aim to help client to

nivoom rizika projekta. Ugovorna strana B takođe treba da obezbedi uputstva za sprovođenje mera bezbednosti i svoje odgovornosti.

10.5 Ugovorna strana B će se postarati za neophodne bezbednosne obuke, obuke za rad i posebne obuke za rad koje su određene zakonom i klijentovim zahtevom o trošku Ugovorne strane B. Po potrebi, Ugovorna strana B će Ugovornoj strani A dostaviti potvrdu o završenoj obuci ove vrste.

10.6 Ugovorna strana B mora da garantuje da njen rukovalac mašinama i vozač imaju nekakvu relevantnu potvrdu u Srbiji o trošku Ugovorne strane B. Ukoliko dođe do opasnog ponašanja na radu (ili bilo kakvog ponašanja koje može izazvati potencijalni rizik), u skladu sa specifičnim okolnostima, Ugovorna stran će propisno kazniti rukovaoce, vozače, Ugovornu stranu B.

10.7 Ugovorna strana B će biti odgovorna za održavanje i podizanje svesti o bezbednosti svojih zaposlenih, što obuhvata održavanje redovnih sastanaka o bezbednosti i postupanjima u vanrednim situacijama.

10.8 Ugovorna strana B će biti odgovorna za svaku nesreću koja se dogodi tokom izgradnje, i pored toga što je na gradilištu prisutan predstavnik ili osoblje Ugovorne strane A. Prema zahtevu Ugovorne strane A, Ugovorna strana B će dostaviti obaveštenje o svakoj nesreći, potencijalno rizične poslove Ugovornoj strani A. Osim toga, Ugovorna strana B će prijaviti Ugovornoj strani A odmah nakon nesreće ili incidenta koji uključuje bezbednost opreme ili osoblja ili problem životne sredine, bez obzira da li je reč o ličnoj povredi ili materijalnoj šteti ili zagađenju životne sredine. Ako Ugovorna strana A smatra da su ovi akcidenti sa štetom ili bez štete ozbiljne, Ugovorna strana A može da sprovede temeljnu istragu bez plaćanja bilo kakvih dodatnih troškova Ugovornoj strani B, a Ugovorna strana B će podneti detaljan izveštaj o istrazi akcidenta, u obliku koji zahteva Ugovorna strana Au roku oda četrnaest (14) dana nakon nesreće.

10.9 Ugovorna strana B će imenovati kvalifikovanog radnika kao osobu za bezbednost, koja će biti zadužena za davanje predloga predstavniku Ugovorne strane B u vezi sa bezbednosnim pitanjima. Ako Ugovorna strana A smatra da je ova osoba diskvalifikovana, Ugovorna strana A ima pravo da odbije imenovanje te osobe. Pre početka projekta, Ugovorna strana B će dati pismeno obaveštenje Ugovornoj strani A o svom imenovanju bezbednosne osobe, koja će imati odgovarajuće i

inspect or related to construction environment.

10.13Party B shall guarantee the health of all the involved staff on site. If Party A think some medical disability on their staff won't have negative influence to project, it shall give a written notice to Party A in advance of commencement. Party B shall offer its employee's medical certificate to Party A if Party A insists to check.

10.14Party B shall carry its cost for its employee medical benefit, as well as arranging qualified medical service and equipment on site. Party B shall also offer regular physical test for its employee, if necessary, Party B should make plan for medical evacuation, medical care, hospitalized care and suitable insurance for any possible accident.

10.15 According to the Party A's health, safety and environmental policy statement, Party B shall pay attention to environmental issues, such as air, water, soil, plants and animals, etc. In order to avoid the negative impact of construction behavior, Party B shall bear its own cost to drop the impact on the environment a minimum level. The Party B should follow existing emissions associated with construction laws and regulations in Serbia.

10.16 If Party A believes equipment, personnel or engineering conditions is unsafe or does not comply with the rules and regulations of the Party A, the Party A representatives should have the right to prohibit or suspend some part of the project to start work or even cease payment to Party B.

10.17 If Party B violates any demand of this contract in the area of health, safety and environment seriously or repeatedly, or Party B decline to give any remedy in 10 days, it will be regarded as practical violation. In this case, Party A has the right to terminate this contract immediately and Party B has no right to ask for compensation.

10.18According to Party A's policy, only with permission sighed by Party A can the staff from Party B enters into Party A's project site.

10.19Beside the staff from Party A and Party B, without Party A's permission, no any other personnel shall stay on site.

relevantno radno iskustvo.

10.10 Ugovorna strana B će biti snabdevena sa dovoljno opreme za hitne slučajeve, aparatom za gašenje požara i drugom odobrenom sigurnosnom opremom u odgovarajućoj količini. Ugovorna strana B će preduzeti održavanje opreme na profesionalan način, ponovno testiranje i snimanje za najnoviju upotrebu, u skladu sa zakonom, propisom i industrijskim standardom.

10.11 U skladu sa bezbednosnim potrebama ovog projekta, kao i ovog ugovora, Ugovorna strana B snosi troškove za pružanje dovoljno opreme za zaštitu svog osoblja.

10.12 Ugovorna strana B će dozvoliti predstavniku Ugovorne strane A ili imenovanom trećem licu (uključujući službenika) da uđe na gradilište radi snimanja, merenja ili bilo kakvog posla koji ima za cilj da pomogne klijentu da pregleda građevinsko okruženje.

10.13 Ugovorna strana B garantuje zdravlje celokupnog osoblja angažovanog na gradilištu. Ukoliko Ugovorna strana A smatra da neka medicinska invalidnost njihovog osoblja neće imati negativan uticaj na projekat, ona će pismenim putem obavestiti Ugovornu stranu A pre početka. Ugovorna strana B će dostaviti lekarsko uverenje svog zaposlenog Ugovornoj strani A ukoliko Ugovorna strana A insistira na proveri.

10.14 Ugovorna strana B će snositi svoje troškove za medicinske beneficije svojih zaposlenih, kao i za organizovanje kvalifikovane medicinske usluge i opreme na gradilištu. Ugovorna strana B će takođe ponuditi redovne fizičke preglede za svoje zaposlene, ako je potrebno, Strana B treba da napravi plan za medicinsko povlačenje, medicinsku negu, bolničko lečenje i odgovarajuće osiguranje za svaki mogući akcident.

10.15 Prema izjavi o zdravstvenoj, bezbednosnoj i ekološkoj politici Ugovorne strane A, Ugovorna strana B će obratiti pažnju na pitanja životne sredine, kao što su vazduh, voda, zemljište, biljke i životinje itd. U cilju izbeganja negativnog uticaja ponašanja građevinskih konstrukcija, Ugovorna strana B će samostalno snositi troškove kako bi uticaj na životnu sredinu svela na minimum. Ugovorna strana B treba da prati postojeće emisije u vezi sa građevinskim zakonima i propisima Republike Srbije.

10.16 Ukoliko Ugovorna strana A smatra da oprema, osoblje ili inženjerski uslovi nisu bezbedni ili nisu u saglasnosti sa pravilima i propisima Ugovorne strane A, predstavnici Ugovorne strane A ima pravo da zabrani ili suspenduje neki deo projekta da bi započeli rad ili čak

da prekine plaćanje Ugovornoj strani B.

10.17 Ako Ugovorna strana B ozbiljno ili više puta prekrši bilo koji zahtev ovog ugovora u oblasti mera zdravlja, bezbednosti i životne sredine, ili Ugovorna strana B odbije bilo koji pravni lek u roku od 10 dana, to će se smatrati praktičnim kršenjem. U ovom slučaju, Ugovorna strana A ima pravo da odmah raskine ovaj ugovor, a Ugovorna strana B nema pravo da traži nadoknadu.

10.18 Prema politici Ugovorne strane A, samo sa dozvolom Ugovorne strane A može da uđe na gradilište Ugovorne strane A.

10.19 Osim osoblja Ugovorne strane A i Ugovorne strane B, bez dozvole Ugovorne strane A, nijedan član osoblja ne sme ostati na gradilištu.

11. ostale posebne odredbe

11.1 komunikacija obeju strana

11.1.1 Sva komunikacija, obaveštenja i drugi načini komunikacije između strana, od početka izvršenja ugovora do isteka ugovora, biće uredno dostavljana drugoj strani u pisanoj formi na engleskom jeziku (Part A: cceccxstl@163.com; Part B:office@geosonda-fundiranje.rs), a usmena komunikacija neće biti korišćena za svrhe ovog ugovora. Obaveštenje dato prema bilo kojoj odredbi ovog ugovora smatraće se dostavljenim tek kada ugovorne strane dobiju pismeno obaveštenje. Ako datum prijema obaveštenja nije radni dan, ili je dostavljeno nakon redovnog radnog vremena, datumom prijema obaveštenja smatra se naredni radni dan. Svaka ugovorna strana može da promeni osobu i adresu, ali mora obavestiti drugu stranu i potrebna je potvrda.

11.2.1 Ukoliko bilo koja ugovorna strana nije mogla da delom ili u potpunosti ispuni obavezu iz ugovora zbog više sile (događaj više sile znači da pogođena strana ne može da uspostavi razumnu kontrolu ili je nemoguće predvideti ili je čak neizbežan, a pojavljuje nakon datuma od potpisivanja ugovora, tako da ugovorne strane ne mogu da u potpunosti ili delimično ispune cilj ili on postaje nepraktičan. Takvi događaji uključuju, ali nisu ograničeni na, poplave, požare, suše, tajfune, zemljotrese i druge prirodne katastrofe, saobraćajne nezgode, štrajkove, socijalne nemire, pobune i svaki rat bez obzira da li je objavljen ili ne) i/ili raskidom poslodavca, izvršavanje obaveze treba obustaviti u periodu trajanja više sile.

11. other special provisions

11.1 the communication of both sides

11.1.1All communications, notices and other ways of communication between the parties, from the commencement of performance of the contract until the expiration of the contract shall be duly submitted in writing to the other party in English (Part A: cceccxstl@163.com; Part B:office@geosonda-fundiranje.rs), and oral communications shall not constitute notification purposes under this contract. A notice given under any provision of this contract shall be deemed to have been given only when the contract parties have received written notice. If the date of receipt of the notice is not a working day, or after normal working hours, the date of receipt of the notice shall be deemed to be the next working day. Either party can change the person and address, but must notify the other party and confirmation is needed.

11.2.1If any party couldn't fulfill part or whole obligation under the contract due to force majeure (force majeure event means the affected party can't fulfill reasonable control or it is impossible to anticipate or even inevitable to overcome, and that appears after the date of signing of the contract, so that the parties to this Agreement perform all or part of the objective becomes impossible or impractical any further. such events include, but are not limited to floods, fires, droughts, typhoons, earthquakes, and other natural disasters, traffic accidents, strikes, civil commotion, riots and any war regardless of whether it is declared), and/or employer's termination, the performance of the obligation should be suspended during the force majeure period.

11.2.2When force majeure happens, both parties shall, through amicably negotiation, immediately decide how to perform the contract. When it ceases to be effected by the force majeure, both parties need to recover their own obligation immediately. If force majeure or its influence couldn't be ceased, which caused any party couldn't continue its fulfillment of the contract, the parties could agree to terminate fulfill or postpone fulfill the contract.

11.2.3If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching contract and performance of the contract shall be postponed. The party who is influenced by the force majeure needs to inform the other party immediate as long as the project has been

suspended by force majeure.

11.2.4If the force majeure influences part or all the works, both parties should, through negotiation, take appropriate measures immediately, including make sure whether or not some or all of the work should be delayed or terminated. In the event of force majeure occurs, the parties should try their best to decrease the influence to the least. One Party shall notify the other one as long as the influence of force majeure has been eliminated.

11.2.5The provisions which describes force majeure and related provision in the supplement, signed by party A and the Client , has the same effect with this provision.
11.2.6 For losses caused by force majeure, Party A shall bear no responsibility and shall not compensate Party B. But Party B has the right to share the compensation costs which gets from the third-party.

11.3 Responsibility for breach the Agreement
11.3.1If Party A suffers any loss due to Party B's misbehavior, including but not limited to delaying and/or errors in measuring work or submitted materials, Party B should compensate Party A for all the losses.

11.3.2Party B shall bear any losses if the contract fails to be fulfilled due to Party B's fault, including but not limited to Party A's direct and/or indirect loss.
11.3.3. If Party B suffers any loss due to Party A's fault, including but not limited to delays and/or errors in performance of its obligations or delivered materials, Party A shall compensate Party B for all losses.
11.3.4. Party A shall bear all losses if the contract is not performed through the fault of Party A, including but not limited to direct and/or indirect loss of Party.

11.4 The cease and termination of the Agreement
11.4.1According to the contract between Party A and employer, employer could terminate a part of (or all) project any time by its own judge no matter whether Party B violates the contract or not. If Party B gets the notice of termination forwarded by Party A, Party B shall cooperate with Party A to claim compensation against employer according to contract. If Party B fails to fulfil its cooperation and causes a loss on Party A, the responsibility and lost shall be born on Party B. If compensation from employer could be achieved, Party A

11.2.2 U slučaju više sile, obe ugovorne strane će, kroz prijateljske pregovore, odmah odlučiti kako će izvršiti ugovor. Po prestanku trajanja više sile, obe ugovorne strane moraju odmah da nastave sa svojim obavezama. Ako viša sila ili njen uticaj nije mogao da se prekine, zbog čega bilo koja strana nije mogla da nastavi sa ispunjavanjem ugovora, strane mogu da se dogovore da raskinu ili odlože izvršenje ugovora.

11.2.3 Ako bilo koja strana ne ispuni svoje ugovorne obaveze zbog više sile, oštećena strana neće snositi odgovornost za kršenje ugovora i izvršenje ugovora se odlaže. Strana koja je pod uticajem više sile mora odmah da obavesti drugu stranu sve dok je projekat suspendovan zbog više sile.

11.2.4 Ako viša sila utiče na radove delimično ili u potpunosti, obe ugovorne strane treba da, kroz pregovore, odmah preduzmu odgovarajuće mere, uključujući i da se uvere da neki ili ceo posao treba da se odloži ili prekine. U slučaju više sile, ugovorne strane treba da se trude da uticaj svedu na najmanju moguću meru. Jedna ugovorna strana će obaveštavati drugu sve dok uticaj više sile ne bude eliminisan.

11.2.5 Odredbe koje opisuju višu silu i povezane odredbe u dodatku, potpisane od strane Ugovorne strane A i vlasnika, imaju isto dejstvo kao i ova odredba.
11.2.6 Za gubitke uzrokovane višom silom, Ugovorna strana A neće snositi nikakvu odgovornost i neće plaćati nadoknadu Ugovornoj strani B. Ali Ugovorna strana B ima pravo da podeli troškove naknade koje dobija od treće strane.

11.3 Odgovornost za kršenje ugovora
11.3.1 Ako Ugovorna strana A pretrpi bilo kakav gubitak zbog nedoličnog ponašanja Strane B, uključujući, ali ne ograničavajući se na kašnjenje i/ili greške u poslovima merenja ili dostavljenim materijalima, Ugovorna strana B treba da nadoknadi ugovornoj strani A sve gubitke.
11.3.2 Ugovorna strana B će snositi sve gubitke ako ugovor ne bude izvršen krivicom Ugovorne strane B, uključujući, ali ne ograničavajući se na direktan i/ili indirektan gubitak Ugovorne strane A.
11.3.3. Ako Ugovorna strana B pretrpi bilo kakav gubitak zbog nedoličnog ponašanja Strane A, uključujući, ali ne ograničavajući se na kašnjenje i/ili greške u ispunjavanju

would pay to Party B according to claim clause of this contract.

11.4.2If Party B has to cease its work caused by force-majeure or any reason not related to Party A, Party B shall not ask for compensation from Party A. The project term shall be recalculate after stop, and during the period of suspension, the charge of work is free. If the suspension is caused by Party B, the period of suspension shall be charged and the lost shall be born on Party B.

11.5 Settlements of dispute

11.5.1Both Parties are obliged to try to resolve the dispute amicably if any dispute arises. If the dispute could not be resolved by negotiation, both parties shall resort to court in Belgrade.

11.6 Abidance by Law

11.6.1 If Party B found that there are any differences, contradictions or conflicts between this contract and any applicable laws, Party B shall give a notice to the Party A in good faith before signing the contract. The contracting parties shall agree to make amendments to the contract. If Party B fails to find such differences, contradictions or conflicts, Party B shall bear all costs arising therefrom.

11.6.2 Party B guarantees and agree that without the Party A's permission, the Party B and its members are not allowed to air its opinion or make any kind of publicity, disclosure, commitment, communication, which based on the principal contract and the contract-related detail, to employer or any other local agencies and parties . Party B shall take all necessary measures ensure that their employees comply with international requirements and ethical business conduct, as well as international requirements of anti-bribery and anti-corruption, as well as the applicable law in Serbia, the economic losses caused by disputes supposed to be borne by the Party B .

11.6.3 Party B shall guarantee the exempt, compensation, protection and maintenance be done for Party A or its organizations to be free from suffering claims, debts, demands and claims of any type, as well as all claims, lawsuits or prosecution arouse by Party B, its member, the

svojih obaveza ili dostavljenim materijalima, Ugovorna strana A treba da nadoknadi ugovornoj strani B sve gubitke.

11.3.4. Ugovorna strana A će snositi sve gubitke ako ugovor ne bude izvršen krivicom Ugovorne strane A, uključujući, ali ne ograničavajući se na direktan i/ili indirektan gubitak Ugovorne strane B.

11.4 Prestanak i raskid Ugovora

11.4.1 Prema ugovoru između Ugovorne strane A i poslodavca, poslodavac može u bilo kom trenutku da prekine deo (ili ceo) projekat prema sopstvenom nahođenju bez obzira da li Ugovorna strana B krši ugovor ili ne. Ako Ugovorna strana B dobije obaveštenje o raskidu koje mu dostavi Ugovorna strana A, Ugovorna strana B će sarađivati sa Ugovornom stranom A u traženju naknade od poslodavca u skladu sa ugovorom. Ako ugovorna strana B ne pruži svoju saradnju i prouzrokuje gubitak Ugovornoj strani A, odgovornost i gubitak snosi Ugovorna strana B. Ukoliko je moguće dobiti kompenzaciju od poslodavca, Ugovorna strana A će platiti Ugovornoj strani B prema klauzuli potraživanja ovog ugovora.

11.4.2 Ako Ugovorna strana B mora da prekine svoj rad usled više sile ili bilo kog razloga koji nije povezan sa Ugovornom stranom A, Ugovorna strana B neće tražiti nadoknadu od Ugovorne strane A. Trajanje projekta će se ponovo izračunati nakon zaustavljanja, a tokom perioda suspenzije, naknada za rad je besplatna. Ako je suspenziju prouzrokovala Ugovorna strana B, period suspenzije će se naplaćivati, a gubitak će snositi Ugovorna strana B.

11.5 Rešavanje sporova

11.5.1 Obe ugovorne strane su dužne da, u slučaju bilo kakvog spora, pokušaju da spor reše sporazumno. Ukoliko se spor ne može rešiti pregovorima, obe strane će se obratiti sudu u Beogradu.

11.6 Usaglašavanje sa zakonom

11.6.1 Ako Strana B utvrdi da postoje bilo kakve razlike, protivrečnosti ili sukobi između ovog ugovora i bilo kog važećeg zakona, Ugovorna strana B će obavestiti Ugovornu stranu A u dobroj nameri pre potpisivanja ugovora. Ugovorne strane će se saglasiti da izvrše izmene i dopune ugovora. Ako Ugovorna strana B ne pronađe takve razlike, protivrečnosti ili sukobe,

third party or government agency because of the members of the Party A, Party organizations, third party or government agency claiming breach or violation of applicable laws, local customs caused. The compensation shall include the Party A or group suffered and claims, demands all fees, penalties and litigation related to the judgment, damages, judgments, court and arbitration costs, consultants and witness fees and all other reasonable expenses.

12. The application of contract

12.1 The effective and expired prerequisite of Contract: The contract come into effect at the time it is signed by both parties.

12.2 Unless otherwise specified in this agreement, without Party A's written consent, Party B shouldn't assign all or part of its rights or obligations under this Agreement to others.

12.3 This Contract and its annexes shall be regarded as the full agreement between two parties, and it will replace any previous verbal or written agreement, contract, understanding and communication which is made before this contract is issued.

12.4 If any provisions become illegal, invalid or non-executable, it will not influence the effectiveness and compulsory execution of other provision.

12.5 Any modification to this contract takes effect only in written form and has been signed by each Party's representative.

12.6 Unless otherwise specified, if one party fails to or delay to exercise its rights, powers or privileges under this contract, it will not be regarded as waiving such rights, power or privilege, and exercising a single or partial of such right, power or privilege shall not excluded any other right, power or privilege exercised.

12.7 The attachment of contract is inseparable part of the contract, and shall be equal binding as the contract.

12.8 For matters not covered by this agreement, the Parties may reach supplement agreement through negotiation. The supplement agreement, as a integrate part of this agreement, shall have equal legal effect as this agreement.

12.9 This agreement is made in Serbian and English. In the event of any differences between the two languages, the English version shall prevail.

12.10 The Contract is made in six copies, four for Party A, two for Party B.

Annex:

Ugovorna strana B će snositi sve troškove koji iz toga proisteknu.

11.6.2 Ugovorna strana B garantuje i saglasna je da bez dozvole Ugovorne strane A, Ugovornoj strani B i njenim članovima nije dozvoljeno da iznose svoje mišljenje ili da vrše bilo kakvu vrstu publiciteta, obelodanjivanja, posvećenosti, komunikacije, koji se zasnivaju na glavnom ugovoru i detaljima vezanim za ugovor, poslodavcu ili bilo kojoj drugoj lokalnoj agenciji i strankama. Ugovorna strana B će preduzeti sve neophodne mere da njeni zaposleni budu usaglašeni sa međunarodnim zahtevima i etičkim poslovnim ponašanjem, kao i međunarodnim zahtevima za borbu protiv mita i korupcije, kao i sa važećim zakonom Republike Srbije, a ekonomske gubitke koji su izazvani sporovima snosiće Ugovorna strana B.

11.6.3 Ugovorna strana B garantuje oslobađanje, kompenzaciju, zaštitu i održavanje za Stranu A ili njene organizacije da budu slobodne od potraživanja, dugova, zahteva i potraživanja bilo koje vrste, kao i svih potraživanja, tužbi ili krivičnog gonjenja koje izazove Ugovorna strana B, njegov član, treća strana ili vladina agencija zbog članova Partije A, partijskih organizacija, treće strane ili vladine agencije koji tvrde da su prekršili ili povredili važeće zakone, lokalne običaje. Naknada će uključiti sve pretrpljene naknade, kazne i parnice ugovorne strane A ili grupe u vezi sa presudom, odštetu, presude, sudske i arbitražne troškove, konsultantske i naknade za svedočenje i sve druge razumne troškove.

12. Primena ugovora

12.1 Efektivni i istekli preduslov Ugovora: Ugovor stupa na snagu u trenutku kada ga potpišu obe strane.

12.2 Osim ako drugačije nije navedeno u ovom ugovoru, bez pismene saglasnosti Ugovorne strane A, Ugovorna strana B ne bi trebalo da ustupi sva ili deo svojih prava ili obaveza iz ovog Ugovora drugima.

12.3 Ovaj Ugovor i njegovi aneksi će se smatrati potpunim sporazumom između dve strane i zamenjuje svaki prethodni usmeni ili pismeni sporazum, razumevanje ugovora i komunikaciju koji su napravljeni pre izdavanja ovog ugovora.

12.4 Ako bilo koja odredba postane nezakonita, nevažeća ili neizvršiva, to neće uticati na važenje i prinudno izvršenje druge odredbe.

12.5 Svaka izmena ovog ugovora stupa na snagu samo

1、Bill of Quantities. 2、The material prices supplied by Party A.	u pisanoj formi i potpisana je od strane predstavnika obeju ugovornih strana. 12.6 Osim ako nije drugačije naznačeno, ako jedna ugovorna strana propusti ili odloži da ostvari svoja prava, ovlašćenja ili privilegije po ovom ugovoru, neće se smatrati da se odriče tih prava, moći ili privilegija i da koristi jedno ili delimično takvo pravo, moć ili privilegiju neće isključivati bilo koje drugo pravo, moć ili privilegiju koja se koristi. 12.7 Prilog ugovora je neodvojivi deo ugovora i biće jednako obavezujući kao i ugovor. 12.8 Za pitanja koja nisu obuhvaćena ovim ugovorom, Ugovorne strane mogu postići dodatni sporazum putem pregovora. Dopunski ugovor, kao sastavni deo ovog ugovora, imaće jednako pravno dejstvo kao i ovaj ugovor. 12.9 Ovaj sporazum je sačinjen na srpskom i engleskom jeziku. U slučaju bilo kakvih razlika između dva jezika, prednost će imati engleska verzija 12.10 Ugovor je sačinjen u šest primeraka, četiri za Ugovornu stranu A, dve za Ugovornu stranu B. Dodatak: 1. Predmer i predračun 2. Cene materijala koje je dostavila Ugovorna strana A.

Signed by:

Xue Hongxi

(for Party A)

Potpisao:

(za Ugovornu stranu B)

GEOSONDA FUNDIRANJE AD

Društvo za izvođenje i inženjering specijalnih radova na dubokom fundiranju i sanaciji u građevinarstvu
office@geosondafundiranje.rs

CHINA CIVIL ENGINEERING CONSTRUCTION
CORPORATION BALKAN OGRANAK
BEOGRAD

匈塞铁路一分部
xiongsaitieluyifenbu@gmail.com

Naš broj: 412
Datum: 13.02.2023.

At your request, we deliver to you. / *Povodom Vašeg zahteva, dostavljamo Vam,*

REVISED OFFER / REVIDOVANA PONUDA

For the execution of bored piles for the needs of works on the project: "Railway line: Novi sad - Subotica - State border (Kelebija): 1. Bridge at km 81+644,83 (Pier S1, 16 pieces, L=20,0m); 2. Overpass at km 84 + 809,19; 3. Overpass at km 92 + 768,08"

Za izvođenje bušenih šipova za potrebe radova na projektu: "Deonica pruge: Novi sad – Subotica – Državna granica (Kelebija): 1. Most na km 81 + 644,83 (Stub S1, 16 komada, L=20,0m); 2. Nadvožnjak na km 84 + 809,19; 3. Nadvožnjak na km 92 + 768,08"

We are at your disposal for any additional explanations. / *Za sva dodatna objašnjenja stojimo vam na raspolaganju.*

Offer option for 15 days. / *Opcija ponude 15 dana.*

IZVRŠNI DIREKTOR
Milan Baračkov, dipl.inž.građ.

RAILWAY LINE: NOVI SAD - SUBOTICA - STATE BORDER (KELEBIA):
1. Bridge at km 81+644,83 (Pier S1, 16 pieces, L=20,0m)
2. Overpass at km 84 + 809,19
3. Overpass at km 92 + 768,08 /
DEONICA PRUGE: NOVI SAD - SUBOTICA - DRŽAVNA GRANICA (KLEBIJA):
1. Most na km 81 + 644,83 (Stub S1, 16 komada, L=20,0m)
2. Nadvožnjak na km 84 + 809,19
3. Nadvožnjak na km 92 + 768,08

Pos	Description / Opis	UM / Jed. mere	Quantity / Količina	Unit price / Jedinična cena	TOTAL / UKUPNO
1 a	Transport of drilling machinnes and equipment for execution of piles 1. Bridge at km 81+644,83 (Pier S1, 16 pieces, L=20,0m) 2. Overpass at km 84 + 809,19 3. Overpass at km 92 + 768,08 / Calculated per piece of drilling machine transport. / *Transport mašina i opreme za izvođenje šipova* *Obračun prema kom transportovane mašine* *1. Most na km 81 + 644,83 (Stub S1, 16 komada, L=20,0m)* *2. Nadvožnjak na km 84 + 809,19* *3. Nadvožnjak na km 92 + 768,08*	pcs	3,00	6 400,00 €	19 200,00 €
1 b	Local transport of machinery and equipment from one pillar site to another *Lokalni transport mašina i opreme sa jednog stubnog mesta do drugog*	pcs		1 000,00 €	
2 a	Drilling for piles Ø1200 mm, with protective casing or with using bentonite slurry. Position includes drilling and installation of fresh concrete (material is Clients obligation) Calculated by m1 of pile. *Iskop za šipove Ø1200 mm, uz upotrebu zaštitnih kolona ili uz upotrebu bentonitne isplake. Pozicija uključuje bušenje i ugradnju svežeg betona. (materijal obaveza Naručioca)* *Obračun po m1 šipa.*	m1		140,00 €	
2 b	Drilling for piles Ø1200 mm, with protective casing or with using bentonite slurry, with use of excavators to remove soil from excavations. Position includes drilling and installation of fresh concrete (material is Clients obligation) Calculated by m1 of pile. *Iskop za šipove Ø1200 mm, uz upotrebu zaštitnih kolona ili uz upotrebu bentonitne isplake, sa upotrebom bagera za uklanjanje zemlje iz iskopa.* *Pozicija uključuje bušenje i ugradnju svežeg betona. (materijal obaveza Naručioca)* *Obračun po m1 šipa*	m1		155,00 €	
2 c	Drilling for piles Ø1200 mm using bentonite slurry in combination with full protective casing due to increased hydrostatic pressure. If the wait for the stabilization of the drilled material in the borehole is longer than 1 hour, the drilling technology is changed, so that additional protection of the borehole will be applied using bentonite slurry, and then it is the Client's obligation to provide an aggregate for electricity, 50 KW energy. Calculated by m1 of pile. *Iskop za šipove Ø1200 mm uz korišćenje bentonitne isplake u kombinaciji sa punim zacevljenjem, usled povećanog hidrostatičkog pritiska.* *Ukoliko je čekanje na stabilizaciju nabušenog materijala u bušotini duže od 1h, tehnologija izrade bušotine se menja, tako što će se primeniti dodatno osiguranje bušotine upotrebom bentonitne isplake, i tada je obaveza Naručioca da obezbedi agregat za električnu energiju snage 50 KW* *Obračun po m1 šipa*	m1		165,00 €	

2.d	**Drilling for piles Ø1200 mm using bentonite slurry in combination with full protective casing, with use of excavators to remove soil from excavations,** due to increased hydrostatic pressure If the wait for the stabilization of the drilled material in the borehole is longer than 1 hour, the drilling technology is changed, so that additional protection of the borehole will be applied using bentonite slurry and then it is the Client's obligation to provide an aggregate for electricity, 50 KW energy. ***Iskop za šipove Ø1200 mm uz korišćenje bentonitne isplake u kombinaciji sa punim zacevljenjem , sa upotrebom bagera za uklanjanje zemlje iz iskopa ,*** *usled povecanog hidrostatickog pritiska* *Ukoliko je čekanje na stabilizaciju nabušenog materijala u bušotini duže od 1h, tehnologija izrade bušotine se menja, tako što će se primeniti dodatno osiguranje bušotine upotrebom bentonitne isplake, i tada je obaveza Naručioca da obezbedi agregat za električnu energiju snage 50 KW.*			175.00 €	
2.e	**DRILLING for the lenght from pile top to surface level (Empty drilling) / Not calculated if the total length difference is 1m or less. If the length is greater than 1m, length above 1m will be calculated. /** ***BUŠENJE od gornje kote šipa do kote terena (slepo bušenje). Ne obračunava se ukoliko je ukupna dužina razlike 1m ili manje. Ako je veće od 1m, obračunava se dužina preko 1m.***	m1		125.00 €	
3.a	Installation of reinforcement cages for piles. Cage segments are connected by clamps. Reinforcement cages and clams are delivered by the Client. Calculated per kg of installed reinforcement / **Note: Welding of the reinforcement cages is not included in the price. It will be charged per position 3.b.** *Ugradnja armaturnih koševa šipova. Spajanje segmenata žabicama. Koševe i žabice nabavlja Naručilac. Obračun po kg ugrađene armature.* ***Napomena: Zavarivanje armaturnog koša nije uključeno u cenu. Naplaćivaće se po poziciji 3.b.***	kg		0.10 €	
3.b	Welding of the reinforcement cages for piles. / **Zavarivanje armaturnog koša šipova.**	kg		0.15 €	
4	Waiting for the delivery of reinforcement cages for piles, fresh concrete, marking the positions of piles, cleaning of the soil from the excavation, welder as well as ensuring the continuity of the execution of works according to the undertaken obligations, **for more than 3 hours**. Calculation per hour. / ***Zastoji i čekanje*** *na dopremu armaturnih koševa,* ***svežeg betona, geodetskog*** *obeležavanja, čišćenja zemlje iz iskopa, varioca kao i* ***obezbeđenje kontinuiteta*** *izvođenja radova prema preuzetim obavezama,* ***duže od 3h***. *Obračun po satu.*	h		120.00 €	
5	**Electricity generator power 50KW.** Calculation per day. / **Generator za struju snage 50KW.** *Obračun po danu.*	day/ dan		108.00 €	
				TOTAL:	**19.200,00 €**

Notes: / *Napomene:*

- Due to the morphology of the terrain and the geological composition of the soil at the time of making piles, the amount of installed fresh concrete up to 25% of the calculated amount is on expense of the Client, and more than 25% of the calculated amount is on expense of the Contractor /
  Usled morfologije terena i geološkog sastava tla na mestu izrade šipova, količina ugrađenog betona do 25% od računske, ide na teret Naručioca, a više od 25% od računske, ide na teret Izvođača.

- Welding of the reinforcement cages is mandatory for piles longer than 20m, and segments of reinforcement cages up to 20m are connected with clamps. It is the CUSTOMER's OBLIGATION to hire the necessary resources and provide the clamps /
  Zavarivanje armaturnog koša je obavezno kod šipova dužih od 20m, a do 20m segmenti armaturnih koševa se spajaju žabicama. OBAVEZA NARUČIOCA je da angažuje potrebne resurse i da obezbedi žabice.

- Calculation is defined according to real performed quantities certified in the Measurement book /
  Obračun količina definiše se prema stvarno izvedenim količinama datim u obračunskom listu građevinske knjige.

- Unit prices for drilling of piles are up to category IV of soil (GN200). If drilling trough category V occurs, unit price of drilling (items 2a-2e) will be multiplied by a factor of 2.5 /
  Jedinične cene za bušenje [illegible] 2a-2e) su date do IV kategorije. Ukoliko se bušenje vrši kroz V kategoriju, jedinična cena se uvećava 2.5 puta.

- Considering that the execution technology implies the use of protective columns (d=5cm), it is necessary to reduce the diameter of the reinforcing cages (diameter of the spiral) so that the reinf cages can be installed. **The maximum diameter of the reinforcing cages should be 102 cm.** / *Obzirom da tehnologija izvođenja podrazumeva upotrebu zaštitnih kolona (d=5cm), potrebno je smanjiti prečnik armaturnog koša (prečnik spirale) kako bi se koševi mogli ugraditi.* Maksimalan prečnik armaturnih koševa treba da bude 102 cm

Preparatory works are not included - Clients obligation: / Pripremni radovi koji nisu uključeni - Obaveze Naručioca:

- Removal of all underground and above ground facilities, old foundations, installations, trees and similar obstacles. / *Uklanjanje sa mesta rada svih podzemnih i nadzemnih objekata, starih temelja, instalacija, drveća i sličnih smetnji*
- Provision and maintenance of access roads and ramps to enter and exit the construction site for equipment and transport devices. / *Obezbeđenje nesmetanog prstupa opremi i transportnim sredstavima gradilištu*
- Maintenance of access roads on the construction site, with the construction and maintenance of work platforms. / *Održavanje pristupnih puteva na gradilištu, sa izradom i održavanjem radnih platoa*
- The terrain-work platform from which the piles are driven should be flat and built of loose, draining (tucanik or similar) material, compacted (rolled) in a layer of 30 cm with the required compaction (35 MPa). / *Teren-radni plato sa kojeg se izvode šipovi, treba da bude ravan i izgrađen od nasutog, ocednog (tucanik ili sl.) materijala, zbijenog (uvaljanog) u sloju od 30cm potrebne zbijenosti (35 MPa)*
- Provision of sanitary knot and water and technical water for washing pipes and for constant pouring into the well. / *Obezbeđen sanitarni čvor i tehničke vode za pranje cevi i za konstantno nalivanje u bušotinu*
- Depositing a large amount of fraction 20-32m³ for urgent backfilling of access roads and working plateaus. / *Deponovanje veće količine frakcije 20-32m³ za urgentno nasipanje pristupnih puteva i radnih platoa*

Other Client obligations: / Ostale obaveze Naručioca:

- Supply and delivery of concrete according to the project, at the tremie, (with use of pump if necessary), without delay, for each day of the week. / *Nabavka i doprema betona prema projektu do levka kontraktorske cevi (uz upotrebu pumpe ukoliko je neophodno), svaki dan u nedelji*
- Supply, delivery reinforcement cages on construction site, at the place of installation. / *Nabavka i doprema arm koševa na gradilište, na mestu ugradnje.*
- Ensuring the continuity of the execution of works according to the undertaken obligations. / *Obezbeđenje kontinuiteta izvođenja radova prema preuzetim obavezama*
- Marking the positions of piles. / *Obeležavanje šipova.*
- Removal the soil from the excavation with transport. / *Uklanjanje zemlje iz iskopa sa odvožењem*
- Trimming piles. / *Krajcovanje šipova.*
- Guard service for Contractors machines and equipment on construction site. / *Čuvarska služba za mašine i opremu na gradilištu*
- Crane for unloading, loading and assembly of excavators. / *Dizalica za istovar, utovar i montažu bagera.*
- Local transport of machines and equipment from one piller location to another can be undertaken by the Client. / Lokalni transport mašina i opreme sa jednog stubnog mesta do drugog, Naručilac može preuzeti na sebe.

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